



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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July 23, 2019

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the State Historic Preservation Office (SHPO) FY 2019 Certified Local Government (CLG) Program Grant**

The Michigan State Housing Development Authority through the State Historic Preservation Office (SHPO) has awarded the City of Detroit Historic Designation Advisory Board with the FY 2019 Certified Local Government (CLG) Program Grant for a total of \$71,663.50. The State share is \$71,663.50 of the approved amount, and there is a required match of \$8,336.50. The total project cost is \$80,000.00. The grant period will commence on or after the execution of the grant agreement through September 30, 2020.

The objective of the grant is to conduct an intensive architectural and historical survey of the Cass Corridor in Detroit. The funding allotted to the department will be utilized to hire a certified historical architect to conduct the survey, and produce the report intended to serve as a basis for National Register of Historic Places (NRHP) nominations. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20673, with an administrative in-kind match in the amount \$8,336.50 coming from appropriation number 00269.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department  
This request has been approved by the Office of Budget

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Historic Designation Advisory Board is requesting authorization to accept a grant of reimbursement from The Michigan State Housing Development Authority through the State Historic Preservation Office (SHPO) in the amount of \$71,663.50, to conduct an intensive architectural and historical survey of the Cass Corridor in Detroit; and

**WHEREAS**, this request has been approved by the Law Department; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20673, in the amount of \$80,000.00, which includes an in-kind administrative match in the amount of \$8,336.50, coming from Appropriation 00269, for the 2019 Certified Local Government (CLG) Program Grant.

**STATE OF MICHIGAN**  
**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**  
**A G R E E M E N T**  
**FOR CASS CORRIDOR INTENSIVE LEVEL SURVEY**  
**TO BE PERFORMED BY**  
**CITY OF DETROIT**

This Grant Agreement ("Agreement"), CFDA No. 15.904, Contract No. CG19-440, made on \_\_\_\_\_, 2019 between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY ("Grantee" or "Authority") and CITY OF DETROIT, MICHIGAN ("Subgrantee"), take notice that:

The STATE HISTORIC PRESERVATION OFFICE ("SHPO") of the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE ("Grantor"), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 USC §100101 *et seq.*, as amended, to undertake an intensive level survey of Cass Corridor to identify and document historically and architecturally significant resources; and

The MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY desires to aid the CITY OF DETROIT ("Subgrantee") in its survey and protection efforts of historically and architecturally significant buildings, structures, sites, and objects located in and around the existing Cass Corridor ("Survey Area") to establish the Survey Area's period of significance; and

THE CITY OF DETROIT desires aide in the intensive level survey of historically and architecturally significant buildings, structures, sites, and objects located in the proposed Survey Area, as provided in this Agreement as Exhibit F.

**THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:**

**FOR DEPARTMENT USE ONLY**

Project No.	_____	Agency Object Code	_____
Project Amt.	_____	Index Code	_____

**SECTION I  
PROJECT WORK SPECIFICATIONS**

**A. Project Objective.**

The objective of this project is for the Subgrantee to hire a 36 CFR Part 61 qualified consultant to conduct an intensive level architectural and historical survey of the Cass Corridor in Detroit. The final report is intended to serve as a basis for National Register of Historic Places (NRHP) nominations, Section 106, Historic Preservation Tax Credits, and preservation planning.

**B. Work Objectives.** The project work is set forth in Exhibit A – Scope of Work attached and incorporated into this Agreement and will be conducted in the City of Detroit, Michigan.

**C. Permits and Licenses.** The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.

**D. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

**SECTION II  
PERFORMANCE OF PROJECT WORK**

**A. Period of Performance.** Because federal budgetary constraints require the completion of project work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of project work shall begin on or after the execution of this Agreement by the Grantee and shall be completed no later than September 30, 2020. Failure of the Subgrantee to satisfactorily complete all project work and activities by the date designated for completion shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The designated date for completion shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause where the Subgrantee would be entitled to reimbursement in accordance with Section XI of this Agreement.

**B. Project Representatives.** The Subgrantee designates the following individual as project representative for all matters concerning this Agreement:

Jennifer Reinhardt, Historic Preservation Planner  
Legislative Policy Division, Historic Designation Advisory Board  
218 Coleman A. Young Municipal Center  
Detroit, MI 48226  
Telephone: (313) 224-9711  
Fax: (313) 224-4336  
Email: [reinhardtj@detroitmi.gov](mailto:reinhardtj@detroitmi.gov)

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

Joelle Letts, Grants Manager/Budget Analyst  
State Historic Preservation Office  
735 East Michigan Avenue  
P.O. Box 30040  
Lansing, MI 48912-1474  
(T): (517) 335-9849  
(Fax): (517) 335-0348  
Email: [lettsj1@michigan.gov](mailto:lettsj1@michigan.gov)

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

**C. Employees of Subgrantee/Contractor or Key Persons.**

1. Definition of Key Person. "Key Persons" shall be defined in this Agreement as individuals who perform services pursuant to this Agreement and (a) sign this Agreement on behalf of the Subgrantee/Contractor and/or (b) are listed in the form included in this Agreement as Exhibit D.
2. Performance of Services. The Subgrantee/Contractor acknowledges that only Key Persons shall perform the services under this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Subgrantee/Contractor who perform or render services pursuant to this Agreement.
3. Exhibit D - Certificate Verifying Key Persons. Prior to executing this Agreement, the Subgrantee/Contractor shall provide to the Grantee the names of all Key Persons by completing Exhibit D, which is the Certificate Verifying Key Persons of the Subgrantee/Contractor ("Certificate"). In the event the Subgrantee/Contractor fails to provide to the Grantee the names of any Key Persons, the parties shall consider the signatory for the Subgrantee/Contractor to be the sole Key Person for the Subgrantee/Contractor. If the Subgrantee/Contractor wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Subgrantee/Contractor shall complete and submit to the Grantee a Certificate for that employee, agent, or independent contractor.

**STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
A G R E E M E N T**

**CG19-440  
FOR CASS CORRIDOR INTENSIVE LEVEL SURVEY  
TO BE PERFORMED BY  
CITY OF DETROIT**

**EXHIBIT A – SCOPE OF WORK**

**July 1, 2019**

**Section I  
Work Overview**

The objective of this project is for the Subgrantee to hire a 36 CFR Part 61 qualified consultant to undertake historic context development, conduct intensive-level above-ground historic resource survey, and complete an Intensive-Level Survey Report for the Cass Corridor, Detroit, Michigan. The project will include a synthesis of previous survey work done in 2002, 1995, and 1976, respectively, as well as conducting new survey to determine current conditions and eligibility. The new survey will provide clarification on potential historic districts and individual eligibility of the resources within the survey area.

To successfully perform the services described above, the Subgrantee, in accordance with the terms of this Agreement and in a manner deemed satisfactory to the Grantee, shall perform the following services and activities:

- A. Hire, compensate and supervise 36 CFR Part 61 qualified personnel to complete the project. Consultant(s) shall be licensed and insured in the State of Michigan.
- B. Provide all necessary project-management services, including accounting, bookkeeping, payroll reporting, and day-to-day management of project activities.
- C. Obtain approval from the Grantee for all project personnel prior to beginning work under this Agreement. To receive approval from the Grantee, the project personnel shall include:
  1. A Project Manager, who shall have charge of the day-to-day supervision of project work, and
  2. At least one (1) member who substantially meets, or two (2) together who substantially meet, the professional qualifications for "historian" and "architectural historian," as set forth in 36 CFR Part 61 – Appendix A. This member, who may serve as Project Manager, shall be responsible for ensuring that all project work meets professional standards. The Subgrantee shall immediately notify the Grantee of any change in the Project Manager or the professional person meeting the 36 CFR Part 61 qualification requirements of this agreement. The Subgrantee must obtain the Grantee's approval of all staffing changes affecting this Agreement. Hire, compensate and supervise personnel to complete the project.

**Section II  
Credit Requirements**

- A. **Federal Funding Credit.** Include in the "Introduction" section of the final report and in each written, audio, visual, or other material, including public announcements and news releases produced through this Agreement, a credit that reads verbatim as follows:

The activity that is the subject of this project has been financed in part  
with Federal funds from the National Park Service, U.S. Department

of the Interior, through the Michigan State Housing Development Authority. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority.

- B. Financial Assistance Disclaimer.** The Subgrantee and its subcontractors shall also print in each written, audio, visual, or other material (including any public service announcement or news release) produced through this Agreement, a notice as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs  
United States Department of the Interior  
National Park Service  
1849 C Street, NW, MS-2740  
Washington, DC 20240

### **Section III**

## **Objectives, Requirements, Deliverables, Project Completion Report and Reimbursement Request**

### **A. General Objectives.**

1. Complete an intensive-level Historic Resource Survey of the Cass Corridor in Detroit, Michigan, as provided in this Agreement as Exhibit F.

Intensive-level survey seeks to identify and thoroughly document significant properties and districts through research and evaluation of the National Register of Historic Places criteria within the broader historic context. Intensive-level survey begins with a reconnaissance survey or an update of an older survey. The survey then continues with research on potentially significant properties using primary sources, researching the community history, evaluating the properties for National Register significance, identifying historic districts. Finally, intensive-level surveys should provide recommendations for future preservation activities.

2. Complete a Historic Resource Survey Report for the Cass Corridor in Detroit, Michigan, as provided in this Agreement as Exhibit F..

### **B. Requirements.**

1. **Provide Quarterly Progress Reports.** Provide to the SHPO quarterly progress reports using the form provided by the SHPO. Quarterly progress reports shall be due by

January 15, April 15, July 15 and September 15 during of each year during the project reporting period and will include:

- a. Title sheet identifying the project, contract number, and name and address of the Contractor.
- b. Names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors.
- c. A financial report of expenditures to date including any changes to approved budget or approved work schedule.
- d. A written summary of progress outlining the work accomplished during the reporting period. Problems, real and anticipated, or any significant deviation from the agreed-upon work plan should be brought to the attention of the Contract Administrator.

**2. Conduct Meetings.**

- a. **Project Initiation Meeting.** Meet with the City of Detroit Historic Designation Advisory Board (HDAB) staff, SHPO's Survey Coordinator, Grants Manager/Budget Analyst, and any other local representatives (if applicable) to discuss research methodology and project framework. This meeting shall be held in Detroit, Michigan, at the HDAB offices as a kickoff before work begins.
- b. **Community Engagement Meeting(s).**
  - i. Hold a meeting in the community at the beginning of the project to acquaint public officials and the general public with the project goals. The purpose will be to answer questions about the survey process and to solicit information. The format of this meeting shall be discussed with and approved by HDAB and SHPO staff prior to meeting coordination and scheduling.
  - ii. Hold a meeting in the community at the end of the project to present the survey results and answer questions on project.
  - iii. Coordinate and consult with the local representatives, primary contacts, and local historians as necessary to complete the activities described in the general objectives. Note, however, that the subgrantee alone shall be responsible for the successful completion of all products.
- c. **Review Meeting(s).** As needed after submission of Deliverables #1 and #2, meet with the Parties to discuss comments and make needed adjustments such as writing style, additional research needed, and development of historic context(s).
- d. **Contract Closeout Meeting.** Meet with HDAB staff, SHPO's Survey Coordinator and Grants Manager/Budget Analyst to review Project Completion Report and discuss lessons learned during project.

**3. Survey Report.** All drafts and final Survey Report are to be comprised of the following elements as described below. The Survey Report will also follow the guidelines in the Michigan Above Ground Survey Manual (2018 version).

- a. **Research Methods.** Undertake primary and secondary research and write historic contexts and identify areas and periods of significance in compliance with National Register Bulletin 16A, *How to Complete the National Register Registration Form*, the *Secretary of the Interior Standards for Identification* and the *Secretary of the Interior's Standards for Evaluation*. Research must include a variety of source materials as listed in the Historical Research section of the SHPO's *Michigan Above Ground Survey Manual* (2018 version dated 6/21/18), available on SHPO's website. Research will include, at a minimum, use of early

maps, directories, tax assessor records, and collections available at local repositories.

- b. **Survey Report Format.** The survey report will follow the guidelines established in the SHPO's Michigan Above Ground Survey Manual (2018) and include the components provided below, including Draft Locational Maps, Draft Survey Inventory Forms, and Draft Survey Photographs. (The report format should include at a minimum the sections outlined in the survey manual but can be developed in consultation with SHPO and HDAB staff).

- i. **Draft Locational Maps.** Provide two (2) locational maps that conform to the requirements stated in National Register Bulletin 16A, pages 61-62, respective of the updated guidance found in the *National Register Draft Electronic Map Policy Factsheet* (June 2012). NOTE: SHPO does not accept paper USGS maps. All maps must be submitted in digital form.
- ii. **Draft Survey Photographs.** Provide a selection of photographs that fully illustrate the surveyed area. Images submitted should be high-resolution digital images in JPEG format named according to and meeting the "best" requirements set forth in the *National Register Photo Policy Factsheet* (May 15, 2013).
- iii. **Survey Inventory Form.** The SHPO will provide this form at the Project Initiation Meeting (see Section III.B.1. above). Each Survey Inventory Form must include at a minimum a description of the buildings, a recommendation of eligibility, history for the resource, locational information, photographs. The Narrative Description should conform to guidelines established in National Register Bulletin 16A, pages 24-34. The Statement of Significance should conform to guidelines established in National Register Bulletin 16A, pages 25-51. Special attention should be given to the development of applicable historic contexts. The report should conform to the *Michigan State Historic Preservation Office Style Guide* found at [www.michigan.gov/shpo](http://www.michigan.gov/shpo).

- A. **Bibliography.** The bibliography shall be formatted using an accepted standard; however, the *Chicago Manual of Style* is preferred. The bibliography shall be submitted with the Survey Report at each review stage.

- B. **Survey Materials.** All survey materials must be submitted in Microsoft Word .doc or .docx, Microsoft Excel .xls or .xlsx, Microsoft PowerPoint file in .ppt or .pptx format, and ESRI Shapefiles, as applicable. Bound hard copies and electronic copies of the survey report will be required for the final report submission. The final electronic report will be required to be submitted in a complete PDF document with all components and individual word documents. Bindings for the hard copy of the report must be either comb or spiral bound, the report should have a cardstock front and back cover and look professional in appearance.

- C. **Deliverables.** Vendor Progress will be measured in accordance with the following deliverables submitted as provided in Exhibit C – Schedule attached and incorporated into this Agreement.

- 1. **Deliverable #1 – Outline of Historic Resources Survey Report** – Prepare and submit a survey report table of contents and an outline of the information intended for inclusion in the historic context of the survey report. The outline should be detailed, though it does not need to be written in narrative form (e.g., standard Word outline template). The outline should establish themes and topics while providing enough information for SHPO and HDAB staff to understand the basic methodology and plan for laying out the survey report.

2. **Deliverable #2 –First Draft Survey Report.** Prepare and submit to the SHPO and HDAB a first draft of the Survey Report. All elements described in Section III.B.3 and 4 above of the Survey Report must be included with this submission. This draft should include primary source research, a complete set of inventory forms for all properties including recommendations of eligibility, and a complete draft of the historic context for all areas of significance for the district.
  3. **Deliverable #3 – Second Draft Survey Report.** Prepare and submit to the SHPO and HDAB a revised draft of the Survey Report. This draft should be substantially complete and must include all additional research and comments received from SHPO and HDAB. All components of the Survey Report must be included with this submission, as well as address all comments received.
  4. **Deliverable #4 – Final Survey Report.** The final submission should occur electronically first for SHPO and HDAB's final review and comments. The final submission package including hard copies for the Survey Report will be provided immediately following approval by the SHPO and HDAB. All parts of the Survey Report, in both electronic, and bound paper format, must be submitted, along with all additional products, including final locational maps, photographs, etc. Deliverable #4 must also include Research Notes.
    - a. **Research Notes.** Provide to the SHPO and HDAB copies of all source materials used in preparation of the Survey Report, including but not limited to, books, newspapers, historical maps, historical photographs, journals, letters, interviews, etc. It is preferred that research notes are submitted as digital files. Research notes must be grouped by source type (i.e., photographs, newspapers, maps, photographs, etc.). For each source type, a naming convention should be developed in consultation with the SHPO at the project initiation meeting (see Section IIIB(2)(a) above).
- D. Project Completion Report and Reimbursement Request.** Provide a brief, professional quality report that includes the following:
- a. A title sheet identifying the project, the contract number, and the name and address of the Contractor;
  - b. The names and titles/responsibilities of the project manager and persons working on the project, including any subcontractors;
  - c. The budget for the project;
  - d. A written narrative summary of the project and its outcomes including an outline of the methodology used (as compared with that initially proposed), evaluation of the project results, and a summary of what worked and what the Contractor would do differently the next time the Contractor undertakes a project of this nature. Submit one electronic copy to the SHPO; and
  - e. Submit an electronic final reimbursement request with financial documentation to SHPO.

**STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
A G R E E M E N T**

**CG19-440  
FOR CASS CORRIDOR INTENSIVE LEVEL SURVEY**

**TO BE PERFORMED BY  
CITY OF DETROIT**

**EXHIBIT B – BUDGET**

**July 1, 2019**

<b>WORK ITEMS</b>	<b>CLG FUNDS</b>	<b>PROJECT TOTAL</b>
<b>City of Detroit Staff Salaries</b> Jennifer Reinhardt, Historic Preservation Planner 200 Hours @ \$27.88 Hourly Rate	\$ 5,576.00	\$ 5,576.00
<b>City of Detroit Staff Salaries</b> Janese Chapman, HDAB Deputy Director 50 Hours @ \$55.21 Hourly Rate	\$ 2,760.50	\$ 2,760.50
<b>36 CFR 61 Qualified Consultant</b> Intensive Level Survey	\$ 71,663.50	\$ 71,663.50
<b>TOTAL</b>	<b>\$ 80,000.00</b>	<b>\$ 80,000.00</b>

<b>FUNDING SOURCE</b>	
Donor:	CITY OF DETROIT
Source:	Public
Kind:	In Kind
Amount:	\$8,336.50
Source:	Public
Kind:	Cash
Amount:	\$71,663.50
<b>Total</b>	<b>\$80,000</b>

**STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
A G R E E M E N T**

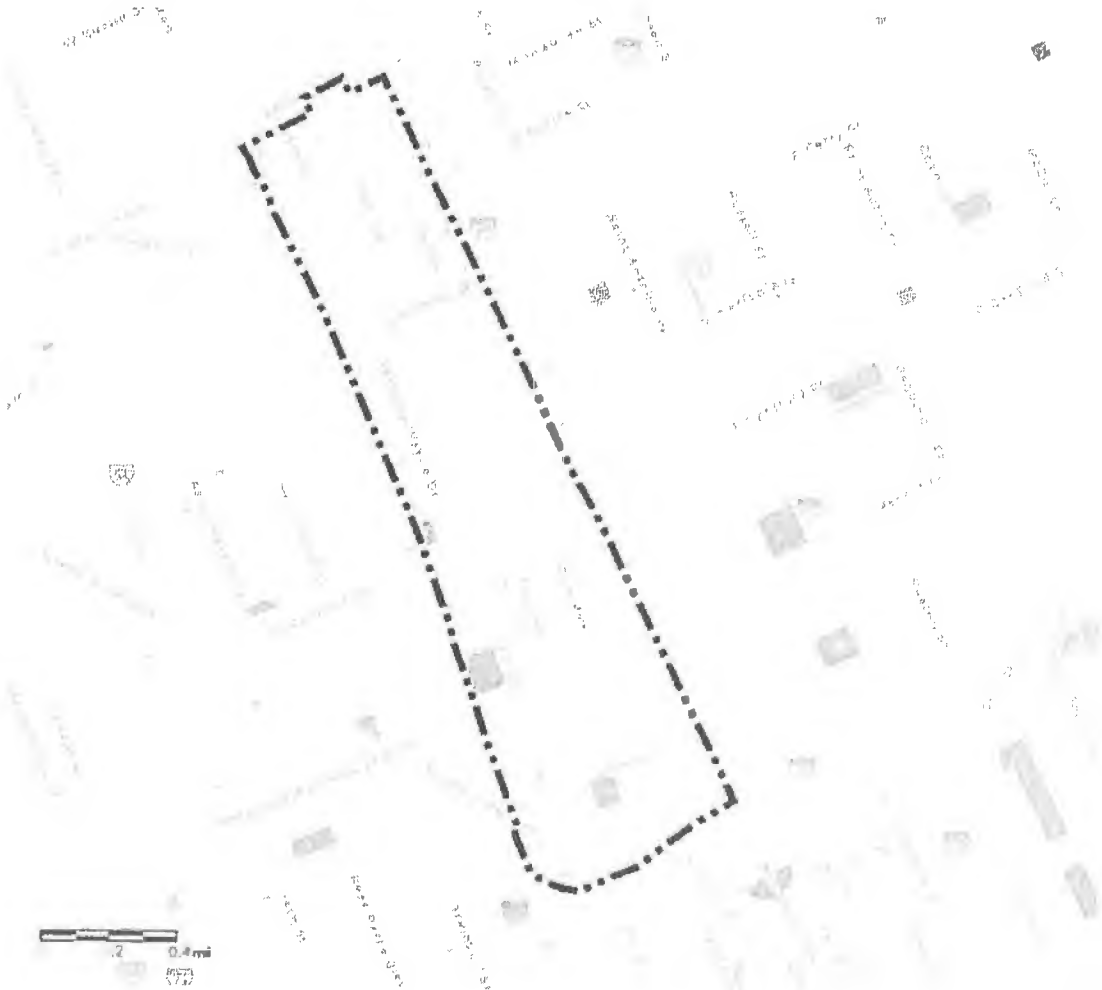
**CG19-440  
FOR CASS CORRIDOR INTENSIVE LEVEL SURVEY  
TO BE PERFORMED BY  
CITY OF DETROIT**

**EXHIBIT F – SURVEY AREA**

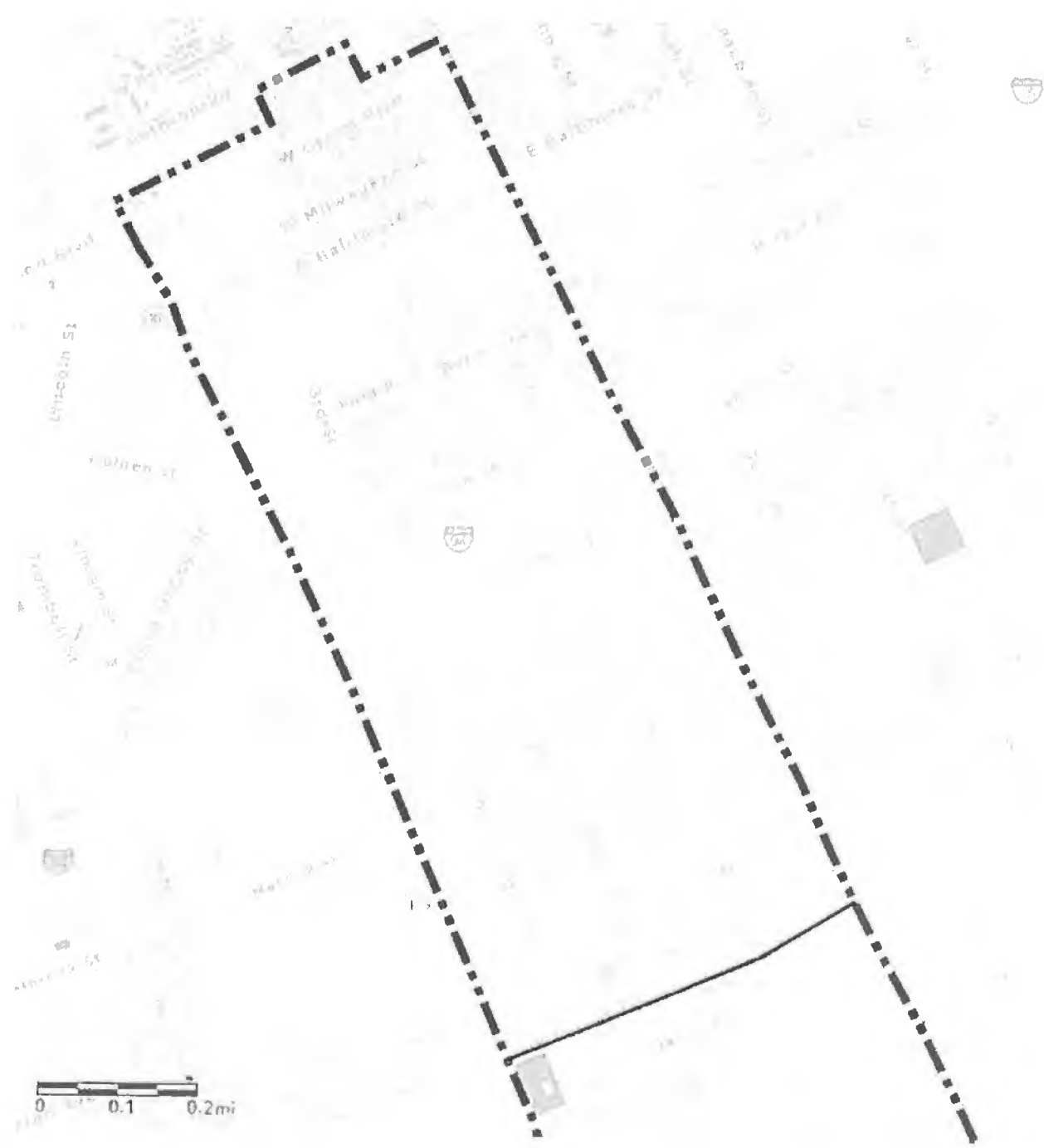
**July 1, 2019**

The boundaries for the Cass Corridor intensive-level survey are clearly delineated on the accompanying map and includes the following:

- On the North: the lot line of properties immediately north of West Grand Boulevard;
- On the East: the centerline of Woodward Avenue;
- On the South: the centerline of the Fisher Freeway Service Drive; and
- On the West: the centerline of the John C. Lodge Service Drive.



Detailed map showing approximately the northern half of the survey area (Grand Boulevard to Forest Avenue)



Detailed map showing approximately the southern half of the survey area (Forest Avenue to Fisher Freeway)





CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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July 22, 2019

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the State of Historic Preservation Office (SHPO)  
FY 2019 Certified Local Government (CLG) Program grant**

The State Historic Preservation Office (SHPO) has awarded the City of Detroit Historic Designation Advisory Board in partnership with the General Services Department with the FY 2019 Certified Local Government (CLG) Program grant for a total of \$54,386.00. The State share is \$54,386.00 of the approved amount, and there is a required match of \$5,614.00. The grant period will commence on or after the execution of the grant agreement through September 30, 2020.

The objective of the grant is to develop a stabilization and mothballing plan for 26 buildings at Historic Fort Wayne. The funding allotted to the department will be utilized to hire a certified historical architect to produce the plan that will identify areas of imminent structural failure, provide specifications and cost estimates for stabilization and mothballing per building, and develop a 10 year maintenance plan.

If approval is granted to accept and appropriate this funding, the appropriation number is 20672, with an in-kind administrative match of \$2,826.00 coming from appropriation number 20507, with an additional in-kind administrative match in the amount \$2,788.00, coming from appropriation 00269.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department  
This request has been approved by the Office of Budget

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Historic Designation Advisory Board in partnership with the General Services Department is requesting authorization to accept a grant of reimbursement from The State Historic Preservation Office (SHPO), in the amount of \$54,386.00 to develop a Stabilization and Mothballing Plan for 26 buildings at Historic Fort Wayne; and

**WHEREAS**, this request has been approved by the Law department; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20672, in the amount of \$60,000.00 which includes an in-kind administrative match of \$2,826.00 coming from appropriation number 20507, with an additional in-kind administrative match in the amount \$2,788.00, coming from appropriation 00269, for the FY 2019 Certified Local Government (CLG) Program grant.

**STATE OF MICHIGAN**  
**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**  
**A G R E E M E N T**  
**FOR FORT WAYNE STABILIZATION AND MOTHBALLING PLAN**  
**TO BE PERFORMED BY**  
**CITY OF DETROIT**

This Grant Agreement ("Agreement"), CFDA No. 15.904, Contract No. CG19-443, made on \_\_\_\_\_, 2019 between the MICHIGAN STATE HISTORIC PRESERVATION OFFICE ("Grantee" or "SHPO") and CITY OF DETROIT, MICHIGAN ("Subgrantee"), take notice that:

The SHPO is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE ("Grantor"), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665, as amended by Pub. L. No. 96-515; 54 USC §100101 *et seq.*, as amended, to undertake the protection, rehabilitation, restoration, and construction of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, culture, and engineering; and

The SHPO desires to aid the Subgrantee in the protection and rehabilitation of Fort Wayne, a historically and architecturally significant group of buildings and structures listed in the National Register of Historic Places located in Detroit, Michigan; and

The Subgrantee desires to be aided with these activities as provided in this Agreement.

**THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:**

**FOR DEPARTMENT USE ONLY**

Project No. _____	Agency Object Code _____
Project Amt. _____	Index Code _____

**SECTION I  
PROJECT WORK SPECIFICATIONS**

**A. Project Objective.**

The objective of this project is for the Subgrantee to hire a 36 CFR Part 61 qualified historical architect to develop a specialized stabilization and mothballing plan (the Plan) for twenty-six (26) unoccupied buildings in the Historic Fort Wayne complex, consisting of buildings 2A, 102, 103, 104, 105, 106, 107, 108, 111, 117, 207, 211, 212, 213, 214, 215, 216, 217, 218, 219, 222, 302, 303, 311, 314, and 313 as illustrated in Exhibit A.2 – BUILDINGS TO BE ASSESSED (the Buildings). The stabilization plan will identify areas of imminent structural failure, if any, and provide specifications and cost estimates for stabilization. The mothballing plan will recommend a strategy for securing the building against trespass and vandalism along with cost estimates for appropriate mothballing. The mothballing plan will also provide specifications for ensuring adequate interior ventilation and develop a ten (10) year maintenance and monitoring plan.

**B. Work Objectives.** The project work is set forth in Exhibit A – Scope of Work attached and incorporated into this Agreement and will be conducted in the City of Detroit, Michigan.

**C. Permits and Licenses.** The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.

**D. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

**SECTION II  
PERFORMANCE OF PROJECT WORK**

**A. Period of Performance.** Because federal budgetary constraints require the completion of project work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of project work shall begin on or after the execution of this Agreement by the Grantee and shall be completed no later than September 30, 2020. Failure of the Subgrantee to satisfactorily complete all project work and activities by the date designated for completion shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The designated date for completion shall not be extended. Nothing in this provision shall be construed to limit or restrict the Grantee's right to terminate this Agreement for cause where the Subgrantee would be entitled to reimbursement in accordance with Section XI of this Agreement.

**B. Project Representatives.** The Subgrantee designates the following individual as project representative for all matters concerning this Agreement:

Jennifer Reinhardt, Historic Preservation Planner  
Legislative Policy Division, Historic Designation Advisory Board  
218 Coleman A. Young Municipal Center  
Detroit, MI 48226  
Telephone: (313) 224-9711  
Fax: (313) 224-4336  
Email: reinhardtj@detroitmi.gov

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

Joelle Letts, Grants Manager/Budget Analyst  
State Historic Preservation Office  
735 East Michigan Avenue  
P.O. Box 30040  
Lansing, MI 48912-1474  
(T): (517) 335-9849  
(Fax): (517) 335-0348  
Email: lettsj1@michigan.gov

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

**C. Employees of Subgrantee/Contractor or Key Persons.**

1. **Definition of Key Person.** "Key Persons" shall be defined in this Agreement as individuals who perform services pursuant to this Agreement and (a) sign this Agreement on behalf of the Subgrantee/Contractor and/or (b) are listed in the form included in this Agreement as Exhibit D.
2. **Performance of Services.** The Subgrantee/Contractor acknowledges that only Key Persons shall perform the services under this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Subgrantee/Contractor who perform or render services pursuant to this Agreement.
3. **Exhibit D - Certificate Verifying Key Persons.** Prior to executing this Agreement, the Subgrantee/Contractor shall provide to the Grantee the names of all Key Persons by completing Exhibit D, which is the Certificate Verifying Key Persons of the Subgrantee/Contractor ("Certificate"). In the event the Subgrantee/Contractor fails to provide to the Grantee the names of any Key Persons, the parties shall consider the signatory for the Subgrantee/Contractor to be the sole Key Person for the Subgrantee/Contractor. If the Subgrantee/Contractor wishes to add an agent, employee, or independent contractor as a

Key Person during the term of this Agreement, the Subgrantee/Contractor shall complete and submit to the Grantee a Certificate for that employee, agent, or independent contractor.

4. 2007 PA 95, MCL 38.68c. The Subgrantee/Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS CONTRACT AND ARE DETERMINED TO BE EMPLOYEES OF THE STATE MAY FOREFEIT THEIR PENSIONS. THE SUBGRANTEE/CONTRACTOR ACKNOWLEDGES THAT ALL PENSIONED EMPLOYEES HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY MAY BE DEEMED EMPLOYEES OF THE STATE. THE SUBGRANTEE/CONTRACTOR AND THE PENSIONED RETIREES IT EMPLOYS ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE GRANTEE, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE SUBGRANTEE/CONTRACTOR OR PENSIONED RETIREE IF IT IS DETERMINED AT ANY TIME THAT THE PENSIONED RETIREE IS DEEMED TO BE AN EMPLOYEE OF THE STATE AND MUST THEREFORE FORFEIT HIS OR HER PENSION.

**D. Subcontracts.** In accordance with the bidding procedures in the Grantee's *Historic Preservation Grant Manual*, the Subgrantee, with the approval of the Grantee, may subcontract for the performance of the activities prescribed in this Agreement. The Subgrantee shall provide written notice to the Grantee of its bidding process and shall obtain approval from the Grantee before the bid process begins. Written notice shall be provided on three (3) separate occasions:

1. Before the bidding process begins. Notice shall consist of the Subgrantee's bid specifications and a description of the bidding process the Subgrantee intends to follow;
2. Before a winning bid proposal is selected. Notice shall consist of copies of the bid proposals received by the Subgrantee and rationale for selection of the subcontractor; and
3. After the Subgrantee has awarded a contract to a subcontractor approved by the Grantee. Notice shall contain a copy of the subcontract entered between the Subgrantee and its subcontractor.

The subcontract shall incorporate all the provisions of this Agreement by reference and/or attachment. Neither the decision to subcontract nor the consent of the Grantee to subcontracting shall modify the obligations of the Subgrantee under this Agreement. The Subgrantee shall be fully responsible for the noncompliance with this Agreement by its subcontractors and by persons directly or indirectly acting for such subcontractors the same as it is for the noncompliance attributable to the Subgrantee and persons acting for the Subgrantee.

**STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
A G R E E M E N T**

**CG19-443  
FOR FORT WAYNE STABILIZATION AND MOTHBALLING PLAN**

**TO BE PERFORMED BY  
CITY OF DETROIT**

**EXHIBIT A – SCOPE OF WORK**

**July 17, 2019**

**Section I  
Work Overview**

The objective of this project is for the Subgrantee to hire a 36 CFR Part 61 qualified consultant historical architect to develop a specialized stabilization and mothballing plan (the Plan) for twenty-six (26) unoccupied buildings in Historic Fort Wayne complex, consisting of buildings 2A, 102, 103, 104, 105, 106, 107, 108, 111, 117, 207, 211, 212, 213, 214, 215, 216, 217, 218, 219, 222, 302, 303, 311, 314, and 313 as illustrated in Exhibit A.2 – BUILDINGS TO BE ASSESSED attached and incorporated into this Agreement (the Buildings).

Overall the preparation of the Plan shall be guided by Preservation Brief 31- *Mothballing Historic Buildings*, Sharon C. Parks, AIA, U.S. Department of the Interior, National Park Service, Cultural Resources, Preservation Assistance, September 1993. The stabilization portion of the plan will identify areas of imminent structural failure, if any, and provide specifications for stabilization and cost estimates. The mothballing portion of the plan will provide cost estimates and recommend a strategy for securing the building against trespass and vandalism. The mothballing plan will also provide specifications for ensuring adequate interior ventilation and develop a ten-year maintenance and monitoring plan.

The Grantee agrees that the project work aided by this Agreement shall comply with both the U.S. Secretary of the Interior's *Standards for the Treatment of Historic Properties* and the U.S. Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Revised 1990), 36 CFR 67-68. Specifically, the Grantee agrees to:

**A.** Hire, compensate, and supervise personnel to be employed in the project, providing all necessary project management services, including accounting, bookkeeping, payroll reporting, and day-to-day management of project activities. Accordingly, the Grantee agrees to:

1. Hire an architectural consultant to prepare the Plan that will facilitate the immediate stabilization and long-term protection of the Buildings

The architect shall meet or exceed the professional requirements for "Historic Architecture" as stated in the Secretary of Interior's Standards and Guidelines (Archeology and Historic Preservation) Professional Qualifications Standards, previously published in the Code of Federal Regulations, 36 CFR Part 61. The minimum professional qualifications for a Historic Architect are a professional degree in architecture or a State license to practice architecture, plus one of the following: (1) at least one year of graduate study in architectural preservation, American architectural history, preservation planning, or a closely related field; or (2) at least one year of full-time professional experience on preservation projects. Graduate study or experience shall include detailed investigation of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

**B. Complete the Plan in accordance with the following:**

1. Follow the outline and details points as described in Preservation Brief 31. The Plan will evaluate the structural stability of the individual buildings and weather tightness of their exterior envelope and help direct the Grantees efforts to secure and maintain the Buildings while new uses and comprehensive rehabilitation efforts are planned and executed. The Plan shall include the following:
  - a. Executive Summary: Provide a general description of the resource, an overview of findings, conditions, and recommendations, acknowledgment of funding sources and project partners, and locational data of the final report and background materials.
  - b. Context: Provide a brief history of Fort Wayne and Buildings. This section should be a summary of previous report finding (available from the owner) and need not be based on new primary research.
  - c. Existing Document Inventory: Identify existing photos, plans, drawings specification, in the Grantees possession that relate to the Buildings. Existing documents may be used to replace or supplement new documentation if they accurately reflect or provided additional relevant information relating to the current conditions of the Buildings.
  - d. For each of the Buildings provide a building specific subsection of the Plan including:
    - i. Condition Assessment, focusing on the overall structural stability of the resource and its weather tightness.
    - ii. Stabilization Recommendations, including specification and cost estimates, focusing on those interventions necessary to stabilize the

- building structure and envelop in the least damaging, most cost effective and durable (10-year minimum life expectancy) manner.
- iii. Mothballing Recommendations, including specification and cost estimates focusing on securing the building from additional deterioration due to weather, pests and human intrusion while accommodating routine inspection and monitoring of the Buildings in the least damaging, most cost effective and durable (10-year minimum life expectancy) manner.
  - e. Develop a Maintenance and Monitoring Plan: Routine maintenance issues for the Buildings should be identified and an implementation schedule and description of how those maintenance items will be accomplished shall be included. Scheduled inspections should be a part of this plan. The inspections should be carried out on a regular basis, and the report should provide a list of items to be included in an inspection. Also, a description of types of deterioration or specific conditions to look for should be provided for each item for evaluation during inspections.
2. The Subgrantee shall submit a 75% complete draft and a 95% complete draft of the Plan to the Grantee for review and comment. The 75% and 95% complete drafts shall be submitted in accordance with the dates set forth in Exhibit C - Performance Schedule attached and incorporated into this Agreement.
  3. The Plan and Specifications draft materials shall be provided in electronic PDF format. Comments will be returned in PDF format.
  4. Final Documents: The consultant shall provide the number of final documents as stipulated by the Subgrantee in addition to providing two (2) sets of final documents in paper form and one (1) as electronic PDF format on a CD/DVD or USB flash drive.

## **Section II**

### **Credit Requirements**

**Federal Funding Credit.** Include in the "Introduction" section of the final report and in each written, audio, visual, or other material, including public announcements and news releases produced through this Agreement, a credit that reads verbatim as follows:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, through the Michigan State Housing Development Authority. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, nor does the mention of trade names or commercial products herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority.

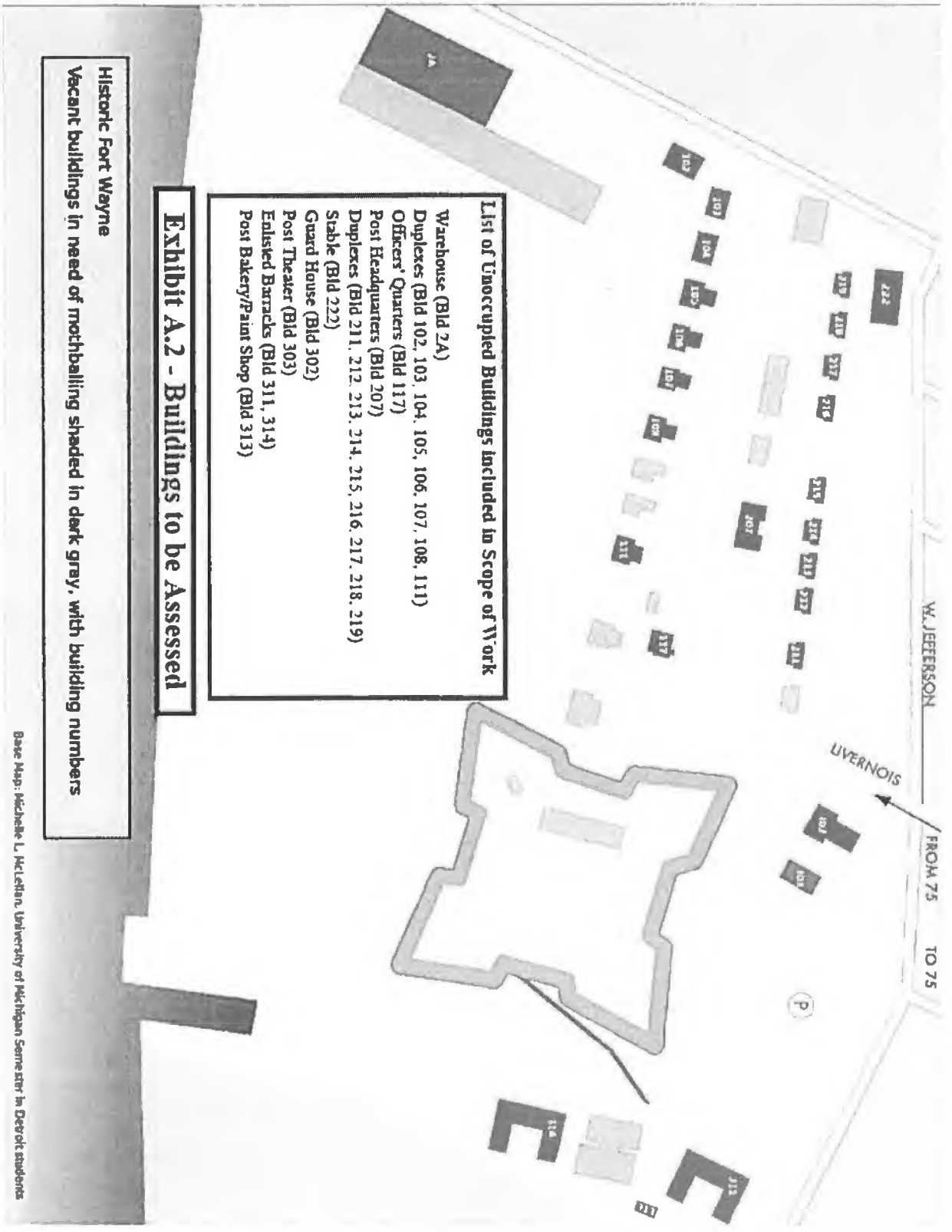
**Financial Assistance Disclaimer.** The Subgrantee and its subcontractors shall also print in each written, audio, visual, or other material (including any public service announcement or news release) produced through this Agreement, a notice as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs  
United States Department of the Interior  
National Park Service  
1849 C Street, NW, MS-2740  
Washington, DC 20240

### **Section III Completion Report**

- A. Prepare and submit to the Grantee two (2) copies of a project completion report of professional quality that, at a minimum, includes the following:
1. National Register Title and address of any National Register eligible or listed properties.
  2. Project number.
  3. Name and address of the Subgrantee.
  4. Names and titles of project supervisors and consultants.
  5. Final budget for the project comparing the approved budget to the final documented expenditures. Discrepancies shall be explained.
  6. Donor, source, kind, and amount of other federal or non-federal funds applied during the project period.
  7. Reports from consultants (if any); Please provide two (2) copies as noted in Section II item B.
  8. Applicable publications (if any).
  9. Test results (if any).
  10. Evaluation of project work including a description of how completed work may have differed from the originally planned work, the reasons for such changes, description of techniques and materials used in the project, and a statement of any problems that still need to be addressed. The evaluation should also contain a description of how the area will be used following the grant period.



**STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
A G R E E M E N T**

**CG19-443  
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**EXHIBIT B – BUDGET**

**July 17, 2019**

<b>WORK ITEMS</b>	<b>CLG FUNDS</b>	<b>PROJECT TOTAL</b>
<b>City of Detroit Staff Salaries</b> Jennifer Reinhardt, Historic Preservation Planner 100 Hours @ \$27.88 Hourly Rate	\$2,788	\$2,788
<b>City of Detroit Staff Salaries</b> Timothy Boscarino, Fort Wayne Strategic Planning Project Director 50 Hours @ \$56.52 Hourly Rate	\$2,826	\$2,826
<b>36 CFR 61 Qualified Consultant</b> Stabilization and Mothballing Plan	\$54,386	\$54,386
<b>TOTAL</b>	<b>\$ 60,000.00</b>	<b>\$ 60,000.00</b>

<b>FUNDING SOURCE</b>	
<b>Donor:</b>	<b>CITY OF DETROIT</b>
<b>Source:</b>	<b>Public</b>
<b>Kind:</b>	<b>In Kind</b>
<b>Amount:</b>	<b>\$5,614</b>
<b>Source:</b>	<b>Public</b>
<b>Kind:</b>	<b>Cash</b>
<b>Amount:</b>	<b>\$54,386</b>
<b>Total</b>	<b>\$60,000</b>



CITY OF DETROIT  
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE SUITE 808  
DETROIT, MICHIGAN 48226  
(313) 224-1339 • TTY:711  
(313) 224-1310  
WWW.DETROITMI.GOV

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September 27, 2019

To Honorable City Council  
City of Detroit  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

Re: Termination of the Thyssen Steel Group Project Plan and Funding Agreement and Request for Property Transfers to the City of Detroit Brownfield Redevelopment Authority in Connection with the Land Assembly Project.

Dear Honorable City Council:

On June 18, 1997, the City Detroit City Council approved the Economic Development Corporation of the City of Detroit ("EDC") project plan for the Thyssen Steel Group Project (the "Project Plan"), which Project Plan contemplated the conversion of Atkinson Playfield to industrial uses and the balance of the Project Plan project area (depicted on Exhibit A) to be used for recreational purposes. However, in 2005, the City of Detroit's Recreation Department ("Recreation Department") and Planning and Development Department ("P&DD") determined that the remaining property within the Project Plan area the was no longer appropriate as a replacement for Atkinson Playfield. Consequently, on September 13, 2005, the Board of Directors of EDC approved the termination of the Thyssen Steel Group Project Plan, and requested that the Detroit City Council approve each of the following:

- i. Termination of the Project Plan;
- ii. Negotiation of the termination of that certain Funding Agreement (the "Funding Agreement") by and between the City and the EDC;
- iii. Authorization of the transfer of any property acquired by the EDC to the City;
- iv. Release of the property acquired by the City and/or the EDC pursuant to project from the requirements of the Project Plan; and
- v. Termination of the Citizens District Council created pursuant to the Project Plan as provided in Section 20(d) of Act 338 of 1974 (MCL 125.1620).

As City Council is aware, at the request of the City of Detroit, the City of Detroit Brownfield Redevelopment Authority ("DBRA") has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the "Land Assembly Project"). DBRA has identified the Project Plan project area, as well as adjacent areas, both as depicted in Exhibit B hereto, as a potential Land Assembly Project site (the "Junction McGraw Project Area").

In addition to the foregoing requests, in order to facilitate the use of the Junction McGraw Project Area for the Land Assembly Project, the DBRA has requested that the City, through its

CITY CLERK 2019 SEP 27 PM 1:57

Recreation Department and P&DD, sell all parcels now or hereinafter owned by the City or the EDC within the Junction McGraw Project Area, including but not limited to the parcels described on Exhibit C hereto (the "City Parcels") to the DBRA for purposes of the Land Assembly Project, for a purchase price equal to the City assessor's land value for each City Parcel, payable upon the sale of such City Parcels to a third party developer and/or end user. In support of the foregoing request, the Recreation Department has determined that the parcel located at 5555 McGraw (the "Kronk Parcel") is "surplus" to its operational needs and, in support of this determination, the Finance Director requests City Council's approval of the transfer of jurisdictional control of the Kronk Parcel to P&DD. The DBRA also requests that the City may first deed any or all such properties to the Detroit Land Bank Authority (the "DLBA") to expeditiously resolve any deficiencies in title, whereupon the DLBA will convey such properties to the DBRA. Accordingly, P&DD seeks City Council's approval to enter into a Land Transfer Agreement substantially in the form attached hereto as Exhibit D.

In addition, the DBRA has requested approval of City Council of the conveyance by the DLBA of all parcels now or hereinafter owned by the DLBA within the Junction McGraw Project Area, including but not limited to the parcels described on Exhibit E hereto (the "DLBA Parcels") to the DBRA for purposes of the Land Assembly Project, subject to the approval of the DLBA Board of Directors.

Based on the foregoing, we respectfully request that this honorable body process the attached Resolution in furtherance of the transactions described in this letter.

Respectfully submitted,



Katharine Trudeau,  
Deputy Director,  
Planning & Development Department



Brad Dick,  
Director,  
Recreational Department



John Naglick,  
Finance Director

## RESOLUTION

BY COUNCIL MEMBER: \_\_\_\_\_

**WHEREAS**, on June 18, 1997, this Honorable body approved The Economic Development Corporation of the City of Detroit (“EDC”) project plan for the Thyssen Steel Group Project (the “Project Plan”), which Project Plan contemplated the conversion of Atkinson Playfield to industrial uses and the balance of the Project Plan project area (depicted on Exhibit A) to be used for recreational purposes; and

**WHEREAS**, on September 13, 2005, following a determination by the City of Detroit’s Recreation Department (“Recreation Department”) and Planning and Development Department (“P&DD”) that the remaining property within the Project Plan area the was no longer appropriate as a replacement for Atkinson Playfield, the Board of Directors of EDC approved the termination of the Thyssen Steel Group Project Plan, subject to certain approvals by the Detroit City Council; and

**WHEREAS**, at the request of the City of Detroit (the “City”), the City of Detroit Brownfield Redevelopment Authority (“DBRA”) has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the “Land Assembly Project”) and, in connection therewith, DBRA has identified the Project Plan project area, as well as adjacent areas, both as depicted in Exhibit B hereto, as a potential Land Assembly Project site (the “Junction McGraw Project Area”); and

**WHEREAS**, the City of Detroit is authorized pursuant to the Brownfield Redevelopment Financing Act, being Act 381 of 1996, to transfer property to the DBRA; and

**WHEREAS**, in support of the Land Assembly Project, the Finance Director, P&DD and the Recreation Department have requested City Council’s approval of the transfer of jurisdiction of the parcel located at 5555 McGraw (the “Kronk Parcel”) and certain land transfers; and now therefore be it

**RESOLVED**, that the Project Plan is hereby terminated and of no further effect; and be it further

**RESOLVED**, that the properties located within the boundaries of the Project Plan project area hereby released from any encumbrance of obligation arising under the Project Plan and be it further

**RESOLVED**, that the Citizens District Council created pursuant to the Project Plan as provided in Section 20(d) of Act 338 of 1974 (MCL 125.1620) is hereby dissolved; and be it further

**RESOLVED**, that that certain Funding Agreement by and between the EDC relating to the Project Plan is hereby terminated; and be it further

**RESOLVED**, that the transfer of jurisdictional control of the Kronk Parcel from the Recreation Department to P&DD is hereby approved; and be it further

**RESOLVED**, that the Kronk Parcel is hereby declared to be surplus real property; and be it further

**RESOLVED**, that the conveyance by the City, through P&DD, or the EDC, as applicable, of all parcels now or hereinafter owned by the City or the EDC within the Junction McGraw Project Area, including but not limited to the parcels described on Exhibit C hereto (the “City Parcels”) to the DBRA for purposes of the Land Assembly Project, for a purchase price equal to the City assessor’s land value for each City Parcel, payable upon the sale of such City Parcels, to a third party developer and/or end user, is hereby approved; and be it further

**RESOLVED**, that Detroit City Council hereby approves the Land Transfer Agreement in the form attached hereto as **Exhibit D** (the “Land Transfer Agreement”); and be it further

**RESOLVED**, that the P&DD Director, or his authorized designee, is authorized to execute the Land Transfer Agreement and issue quit claim deeds for the sale of the City Parcels, as well as execute such other documents as may be necessary or convenient to effect the transfer of the City Parcels to the DBRA consistent with this resolution; and be it further

**RESOLVED**, that the P&DD Director, or his authorized designee is authorized to execute any required instruments to make and incorporate technical amendments to the Land Transfer Agreement or the quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of closing and/or tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the City Parcels, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it further

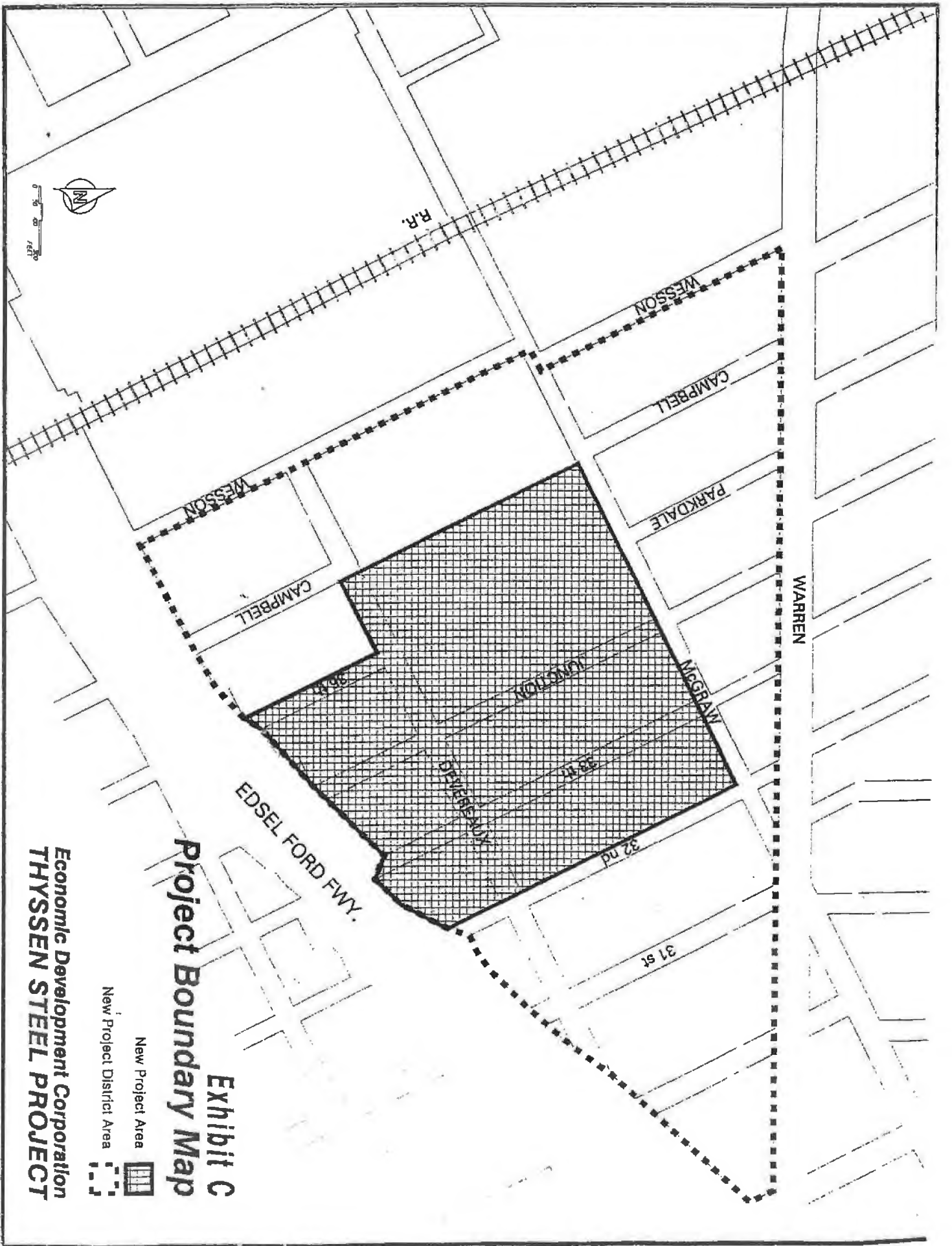
**RESOLVED**, that any City Parcels authorized to be conveyed to the DBRA under this resolution may, at DBRA’s election and subject to the consent of the Detroit Land Bank Authority (the “DLBA”), be conveyed by the City or EDC, as applicable, to the DLBA for purposes of quieting title, with the DLBA thereafter deeding a property so transferred either back to the City, to the DBRA, or to DBRA’s designee; and be it finally

**RESOLVED**, that the City Council hereby approves the conveyance by the DLBA of all parcels now or hereinafter owned by the DLBA within the Junction McGraw Project Area, including but not limited to the parcels described on Exhibit E hereto (the “DLBA Parcels”) to the DBRA for purposes of the Land Assembly Project, subject to the approval of the DLBA Board of Directors.

**EXHIBIT A**

**Project Plan Area**

*See attached.*



# Exhibit C Project Boundary Map

Economic Development Corporation  
THYSSEN STEEL PROJECT

New Project Area  
New Project District Area

## **EXHIBIT B**

### **Junction McGraw Project Area**

*See attached.*



**EXHIBIT B TO RESOLUTION**



**Industrial Assembly Sites**

Parcel Boundaries

0 70 140 280 Feet

**Junction McGray**  
5555 MCGRAW

**District 6**  
Highways: I 94  
Arterial Roads: Junction St  
Rail: CSX

## EXHIBIT C

### City Parcels

Parcel Number	Address	Owner	Legal Description
16011967.	5314 32ND ST	City of Detroit	E 32ND 21 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
14001153.	4509 W WARREN	City of Detroit	S WARREN 104 CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 30 IRREG
14011162.004L	5425 28TH ST	City of Detroit	W 28TH 106 THRU 108 EXC S 87.52 FT ON E LINE BG S 22.81 FT ON W LINE CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 6,401 SQ FT
14001156.	4541 W WARREN	City of Detroit	S WARREN W 14 FT 81 E 16 FT 80 THOMPSONS SUB L3 P69 PLATS, W C R 14/78 30 X 100
16012008.	5305 32ND ST	City of Detroit	W 32ND 25 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012008.	5305 32ND ST	City of Detroit	W 32ND 25 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
14001154.	4515 W WARREN	City of Detroit	S WARREN 103-102 CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 60 IRREG
14001158.	4557 W WARREN	City of Detroit	S WARREN 77-76 THOMPSONS SUB L3 P69 PLATS, W C R 14/78 84.66 IRREG
16011084.	5338 31ST ST	City of Detroit	E 31ST 40 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011092.	5386 31ST ST	City of Detroit	E 31ST 32 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 IRREG
14001152.	5345 28TH ST	City of Detroit	S WARREN 105 CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 32.5 IRREG
16011992.	5403 32ND ST	City of Detroit	W 32ND 41 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100

16013115.	5301 JUNCTION	City of Detroit	W JUNCTION 46 THRU 1ALSO VAC 35TH ST 50 FT WD ADJ AND VAC ALLEY ADJ BLK 6 FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 183,966 SQ FT
16013104.	5555 MCGRAW	City of Detroit	E JUNCTION 46 THRU 1 AND VAC ALLEY ADJ BLK 7-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 690.61 IRREG
16013728.	5216 35TH ST	EDC	E 35TH ST 3 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012455.	5229 33RD ST	EDC	W 33RD ST 44 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16012455.	5229 33RD ST	EDC	W 33RD ST 44 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16013727.	5208 35TH ST	EDC	E 35TH ST 4 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012431.	5320 33RD ST	EDC	E 33RD ST 20 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013083-95	5180 JUNCTION	EDC	E JUNCTION PART OF 11 THRU 9 BG N 72.20 FT ON W LINE & BG N 38.93 FT ON E LINE BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 72.20 IRREG
16012426.	5222 33RD ST	EDC	E 33RD 2 BLK11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16012421.	5192 33RD ST	EDC	E 33RD 7 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16013730.	5228 35TH ST	EDC	E 35TH ST N 31.72 FT 1 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 31.72 X 100
16012014.	5205 32ND ST	EDC	W 32ND 40 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013729.	5222 35TH ST	EDC	E 35TH ST 2 S 1.50 FT 1 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 31.50 X 100
16013096.	5186 JUNCTION	EDC	E JUNCTION 8 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

16013099.	5204 JUNCTION	EDC	E JUNCTION 5 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013099.	5204 JUNCTION	EDC	E JUNCTION 5 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012015-26	5201 32ND ST	EDC	W 32ND PT OF 39 THRU 37 DESC AS BEG AT A PTE ON NE COR OF LOT 39 TH S 28D E 24.63 FT; TH S 42D 15M 14S W 96.45 FT; TH W 13.04 FT TO A PTE ON W LINE OF LOT 38 LYG 55.55 FT S OF NW COR OF LOT 39 TH ELY ALG NLY LINE 100 FT TO P O B BLK 11-FYFE BARBOUR & WAR
16011993.	5399 32ND ST	EDC	W 32ND 40 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012009.	5303 32ND ST	EDC	W 32ND 24 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013117.	5221 JUNCTION	EDC	W JUNCTION 43 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012462-71	5187 33RD ST	EDC	W 33RD ST 37 N 0.00 FT ON E LINE BG N 29.73 FT ON W LINE 36 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 IRREG
16012429.	5308 33RD ST	EDC	E 33RD ST 22 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012000.	5357 32ND ST	EDC	W 32ND 33 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012011.	5223 32ND ST	EDC	W 32ND 43 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012461.	5193 33RD ST	EDC	W 33RD ST 38 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012010.	5229 32ND ST	EDC	W 32ND 44 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16011998-9	5363 32ND ST	EDC	W 32ND S 15 FT OF 35 34 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100

16012434.	5338 33RD ST	EDC	E 33RD ST 17 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012434.	5338 33RD ST	EDC	E 33RD ST 17 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013123.	5185 JUNCTION	EDC	W JUNCTION 37 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013726.	5204 35TH ST	EDC	E 35TH ST 5 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

## EXHIBIT D

### Form of Land Transfer Agreement

#### LAND TRANSFER AGREEMENT Industrial Land Assembly Project: Junction McGraw Site

This Transfer of Land Agreement ("**Transfer Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF DETROIT**, a Michigan municipal corporation, acting by and through its Planning and Development Department (hereinafter referred to as the "**City**"), and **THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public authority and body corporate organized and existing under the Authority of Act 381 of the Public Acts of Michigan 1996, as amended (hereinafter referred to as the "**DBRA**").

#### WITNESSETH:

WHEREAS, at the request of the City, the DBRA has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the "**Land Assembly Project**"); and

WHEREAS, the DBRA has identified a Land Assembly Project site which includes the location for the former Thyssen Steel Group Project Plan as well as adjacent areas, as depicted on Exhibit A hereto (the "**Junction McGraw Project Area**").

WHEREAS, in order to facilitate the use of the Junction McGraw Project Area for the Land Assembly Project, DBRA has requested that the City convey all parcels now or hereinafter owned by the City within the Junction McGraw Project Area, including but not limited to the parcels described on Exhibit B hereto (collectively, the "**Property**"), to the DBRA; and

WHEREAS, the City has agreed to transfer the Property to the DBRA in accordance herewith, pursuant to resolution of the City of Detroit City Council dated \_\_\_\_\_, 2019 and attached hereto as Exhibit C; and

WHEREAS, the City and the DBRA have determined that the transfer of the Property by the City to the DBRA is in the best interests of the City and will promote economic growth in the City.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

## ARTICLE I

1.01 Sale. Subject to the terms, covenants and conditions of this Transfer Agreement, the DBRA agrees to purchase and the City agrees to convey the Property for the Purchase Price (as defined below).

1.02 Purchase Price. The "**Purchase Price**" shall be an amount equal to the City assessor's land value for each parcel, as reflected in the most recent City property tax records. The Purchase Price shall be paid to the City pursuant to the terms of a promissory note, executed by the DBRA for the benefit of the City (the "**Promissory Note**"), which Promissory Note shall be in form and substance satisfactory to the City. The Promissory Note shall be payable upon the sale of the Property to a third-party developer and/or end user (the "**Developer**") and shall be payable solely from the net sale proceeds received by the DBRA following the sale of the Property to Developer. The City acknowledges and agrees that in the event that the net sale proceeds following the DBRA's sale of the Property to Developer are insufficient to pay the Purchase Price in full, the Promissory Note shall be non-recourse to the DBRA and the DBRA's payment of a portion of the Purchase Price shall fulfill all obligations contained under the Promissory Note. The City further agrees that any net sale proceeds received by the DBRA which are in excess of the amount of the Promissory Note will be retained by the DBRA for the Land Assembly Project or for other permissible purposes to which the Director of the City's Planning and Development Department ("**P&DD**") consents in writing, which such consent shall not be unreasonably withheld.

1.03 Title Commitments and Insurance. The DBRA may obtain and review commitments for title insurance insuring marketable title to a fee simple interest in the Property, at DBRA's sole cost and expense. If the DBRA objects to the condition of title to any portion of the Property, the DBRA may decline to accept the transfer of such portion of the Property until the title is resolved to the DBRA's satisfaction.

1.04 Quitclaim Deed. Within ten (10) days after the later of the Effective Date or the date upon which the DBRA has accepted the condition of title, in accordance with Section 1.02 hereof, the City shall convey the Property to the DBRA by one or more quitclaim deeds.

1.05 Payment of Miscellaneous Expenses. The DBRA shall be responsible for recording and paying any fees for recording the quitclaim deed(s) and any other documents that the City determines must be recorded in connection with the transfer and development of the Property.

1.06 Condition of the Property. The DBRA shall accept the Property "**AS IS**", without any representation by or warranty from the City as to the condition of the Property.

## ARTICLE II

2.01 Developer. The DBRA may enter into one or more development agreements (each such agreement singularly referred to as a "**Development Agreement**" and all such agreements collectively referred to as the "**Development Agreements**") with one or more Developers. Any

such Development Agreements shall provide for the sale of all or any portion of the Property to one or more private developers who shall develop the Property in accordance with the Development Agreement and such other conditions and/or limitations as the DBRA may require. DBRA's obligations with respect to the net proceeds received by the DBRA from the disposition of the Property shall be governed by Section 1.02 of this Transfer Agreement. The DBRA shall, prior to executing or amending any Development Agreement, submit such Development Agreement or amendment to the City for review and approval by the Director of P&DD.

2.02. Certificate of Completion. With respect to any portion of the Property conveyed to a developer pursuant to a Development Agreement (the "**Developed Parcels**"), upon the satisfaction of the terms and conditions of such Development Agreement by the Developer, the DBRA may record a certificate of completion acknowledging that the development of the Developed Parcels has been completed in accordance with the Development Agreement (the "**Certificate of Completion**"). Upon the recording of said Certificate of Completion, the DBRA's obligations pursuant to this Transfer Agreement with respect to the Developed Parcels shall be deemed satisfied, and the terms and conditions of this Transfer Agreement, including but not limited to the provisions of Article III, shall no longer apply to any Developed Parcels which are described in the Certificate of Completion.

### ARTICLE III

3.01 Default. If the DBRA fails to comply with any material terms of this Transfer Agreement, the DBRA shall within thirty (30) days after receipt of written notice from the City, convey the Property back to the City by quitclaim deed and assign to the City the DBRA's interest in the Property, including any mortgage, security interest, promissory note or other instrument pertaining to the Property that was executed pursuant hereto. In the event that the DBRA fails to convey the Property and assign its interest in the Property in accordance with this Section 3.01, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey the Property by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in the Property to the City.

3.02 Non-exclusive Remedy. The remedy provided for in Section 3.01 hereof shall be cumulative of all other remedies at law or in equity and shall not be the exclusive remedy of the City against the DBRA for default by the DBRA under the terms of this Transfer Agreement.

### ARTICLE IV

4.01 Independent Contractors. The relationship of the City and the DBRA is, and shall continue to be, an independent contractor relationship and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities or other provisions of liabilities arising out of or relating to a contractor for hire or employer/employee relationship shall arise or accrue to either party or either party's agents or employees with respect to the City as a result of this Transfer Agreement.

## **ARTICLE V**

5.01 **Mutual Cooperation.** The parties acknowledge that mutual cooperation will be required to accomplish the intent and objectives of this Transfer Agreement, and therefore agree to cooperate mutually in the development of the Property in order to best serve the respective interests of the public, the City and the DBRA.

## **ARTICLE VI**

6.01 **Conflict of Interest.** No officer or employee of the City or the DBRA shall have any personal interest, direct or indirect, in this Transfer Agreement or the Property, nor shall any such official or employee participate in any decision relating to this Transfer Agreement which affects his or her personal interest or the interest of any corporation, partnership, association or other legal entity in which he or she is directly or indirectly interested.

6.02 **No Individual Liability.** No official or employee of the City shall be personally liable to the DBRA or its successor in interest in the event of any default or breach by the City of any of the terms of this Transfer Agreement. No official or employee of the DBRA shall be personally liable to the City or its successor in interest in the event of any default or breach by the DBRA of any of the terms of this Transfer Agreement other than Section 6.01 hereof.

## **ARTICLE VII**

7.01 **Fair Employment Practices.** In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252) and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (1976 PA 220), the DBRA agrees that it will not discriminate against any person, employee, consultant or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Land Transfer Agreement with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, color, creed, national origin, age, sex, height, weight, marital status, public benefit status, sexual orientation or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The DBRA recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

Breach of the terms and conditions of this section may be regarded as a material breach of this Land Transfer Agreement.

## ARTICLE VIII

8.01 Notices. When either party desires to give notice to the other in connection with and in accordance with the terms of this Transfer Agreement, such notice shall be given by certified mail and shall be deemed given when deposited in the United States mail, postage prepaid, return receipt requested, and such notice shall be addressed as follows:

For the City:

City of Detroit Planning and Development Department  
2 Woodward Avenue, Suite 808  
Detroit, Michigan 48226  
ATTENTION: Director

For the DBRA:

The City of Detroit Brownfield Redevelopment Authority  
500 Griswold Street, Suite 2200  
Detroit, Michigan 48226  
ATTENTION: Authorized Agent

With a copy to:  
Detroit Economic Growth Corporation  
500 Griswold Street, Suite 2200  
Detroit, Michigan 48226  
ATTENTION: General Counsel

or such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided herein.

8.02 Force Majeure. In the event that the City or DBRA shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strike, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrections, acts of terror, acts of war, the failure or default of the other party, or for other reasons beyond their control, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.03 Amendments. The City or the DBRA may consider it in its best interest to modify or to extend a term or condition of this Transfer Agreement. Any such extension or modification, which is mutually agreed upon by the City and the DBRA, shall be incorporated in written amendments to this Transfer Agreement. Unless otherwise stated in the amendment, such

amendments shall not invalidate this Transfer Agreement, nor relieve or release the City or the DBRA from any of its obligations hereunder.

8.04 Merger Clause. This Transfer Agreement shall constitute the entire agreement and shall supersede all prior agreements and understandings both written and oral between the parties with respect to the subject matter and the Property.

8.05 Provisions Not Merged With Deed. No provision of this Transfer Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the DBRA or from the DBRA to the City.

8.06 Counterparts. This Land Transfer Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same agreement.

8.07 Compliance with Applicable Law. The parties agree to comply with all applicable federal, state and local statutes, regulations, rules, ordinances, other laws and requirements now in effect or hereinafter enacted, including but not limited to City of Detroit Executive Orders Nos. 2016-1 and 2014-5, if applicable, and if necessary, shall execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

8.08 Michigan Law. This Transfer Agreement is being entered into and executed in the State of Michigan, and all questions with respect to the construction of this Transfer Agreement and the rights and liabilities of the parties hereunder shall be construed in accordance with the provisions of the laws of the State of Michigan and, where applicable, Federal law.

8.09 Time is of the Essence. Time is of the essence with respect to all provisions of this Transfer Agreement.

8.10 Non-Waiver. No waiver at any time of any provision or condition of this Transfer Agreement shall be construed as a waiver of any of the other provisions or conditions hereof, nor shall any waiver of any provision or condition be construed as a right to subsequent waiver of the same provisions or conditions.

8.11 Effective Date. The "Effective Date" of this Transfer Agreement shall be the date of execution hereof.

(signatures on next page)

IN WITNESS WHEREOF, the City and the DBRA by and through their duly authorized officers and representatives, have executed this Transfer Agreement on the date first above written.

THE CITY OF DETROIT BROWNFIELD  
REDEVELOPMENT AUTHORITY, a Michigan  
public authority and body corporate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                          ) ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized Agent of the City of Detroit Brownfield Redevelopment Authority, a Michigan public body authority and body corporate, on its behalf.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in Wayne County Michigan  
My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM:  
DBRA Counsel

By: \_\_\_\_\_  
Rebecca A. Navin, Esq.

**CITY OF DETROIT,**  
a Michigan municipal corporation acting by  
and through its Planning and Development  
Department

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF MICHIGAN     )  
                                  )ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by \_\_\_\_\_, the \_\_\_\_\_ of the Planning and Development  
Department on behalf of the City of Detroit, a municipal corporation.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan  
My commission expires:

Approved as to form:

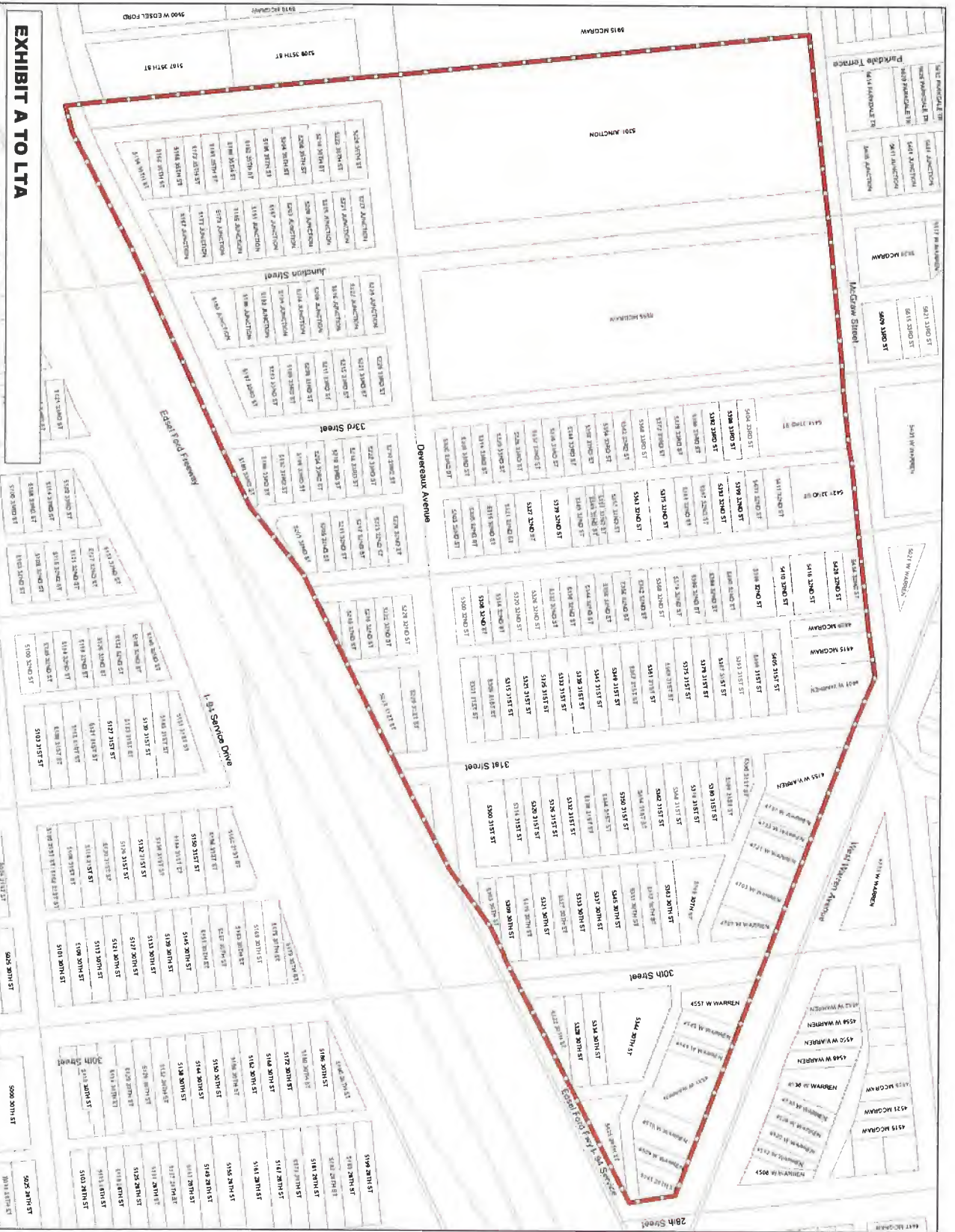
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by City Council resolution adopted \_\_\_\_\_, 2019.

This Instrument Drafted by and when recorded return to:  
Rebecca Navin, Esq.  
500 Griswold, Suite 2200  
Detroit, MI 48226

**EXHIBIT A TO LTA**  
**Junction McGraw Project Area**

(See attached)





Parcel Boundaries



Industrial Assembly Sites



0 70 140 280 Feet

District 6

Highways: I 94

Arterial Roads: Junction St

Rail: CSX

**EXHIBIT B TO LTA**

**The Property**

<b>Parcel Number</b>	<b>Address</b>	<b>Legal Description</b>
16011967.	5314 32ND ST	E 32ND 21 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
14001153.	4509 W WARREN	S WARREN 104 CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 30 IRREG
14011162.004L	5425 28TH ST	W 28TH 106 THRU 108 EXC S 87.52 FT ON E LINE BG S 22.81 FT ON W LINE CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 6,401 SQ FT
14001156.	4541 W WARREN	S WARREN W 14 FT 81 E 16 FT 80 THOMPSONS SUB L3 P69 PLATS, W C R 14/78 30 X 100
16012008.	5305 32ND ST	W 32ND 25 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012008.	5305 32ND ST	W 32ND 25 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
14001154.	4515 W WARREN	S WARREN 103-102 CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 60 IRREG
14001158.	4557 W WARREN	S WARREN 77-76 THOMPSONS SUB L3 P69 PLATS, W C R 14/78 84.66 IRREG
16011084.	5338 31ST ST	E 31ST 40 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011092.	5386 31ST ST	E 31ST 32 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 IRREG
14001152.	5345 28TH ST	S WARREN 105 CROSMAN & CUSHINGS SUB L14 P19 PLATS, W C R 14/74 32.5 IRREG
16011992.	5403 32ND ST	W 32ND 41 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013115.	5301 JUNCTION	W JUNCTION 46 THRU 1 ALSO VAC 35TH ST 50 FT WD ADJ AND VAC ALLEY ADJ BLK 6 FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 183,966 SQ FT
16013104.	5555 MCGRAW	E JUNCTION 46 THRU 1 AND VAC ALLEY ADJ BLK 7-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 690.61 IRREG
16013728.	5216 35TH ST	E 35TH ST 3 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012455.	5229 33RD ST	W 33RD ST 44 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16012455.	5229 33RD ST	W 33RD ST 44 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16013727.	5208 35TH ST	E 35TH ST 4 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

16012431.	5320 33RD ST	E 33RD ST 20 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013083-95	5180 JUNCTION	E JUNCTION PART OF 11 THRU 9 BG N 72.20 FT ON W LINE & BG N 38.93 FT ON E LINE BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 72.20 IRREG
16012426.	5222 33RD ST	E 33RD 2 BLK11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16012421.	5192 33RD ST	E 33RD 7 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16013730.	5228 35TH ST	E 35TH ST N 31.72 FT 1 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 31.72 X 100
16012014.	5205 32ND ST	W 32ND 40 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013729.	5222 35TH ST	E 35TH ST 2 S 1.50 FT 1 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 31.50 X 100
16013096.	5186 JUNCTION	E JUNCTION 8 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013099.	5204 JUNCTION	E JUNCTION 5 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013099.	5204 JUNCTION	E JUNCTION 5 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012015-26	5201 32ND ST	W 32ND PT OF 39 THRU 37 DESC AS BEG AT A PTE ON NE COR OF LOT 39 TH S 28D E 24.63 FT; TH S 42D 15M 14S W 96.45 FT; TH W 13.04 FT TO A PTE ON W LINE OF LOT 38 LYG 55.55 FT S OF NW COR OF LOT 39 TH ELY ALG NLY LINE 100 FT TO P O B BLK 11-FYFE BARBOUR & WAR
16011993.	5399 32ND ST	W 32ND 40 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012009.	5303 32ND ST	W 32ND 24 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013117.	5221 JUNCTION	W JUNCTION 43 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012462-71	5187 33RD ST	W 33RD ST 37 N 0.00 FT ON E LINE BG N 29.73 FT ON W LINE 36 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 IRREG
16012429.	5308 33RD ST	E 33RD ST 22 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012000.	5357 32ND ST	W 32ND 33 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012011.	5223 32ND ST	W 32ND 43 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100

16012461.	5193 33RD ST	W 33RD ST 38 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012010.	5229 32ND ST	W 32ND 44 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16011998-9	5363 32ND ST	W 32ND S 15 FT OF 35 34 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100
16012434.	5338 33RD ST	E 33RD ST 17 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012434.	5338 33RD ST	E 33RD ST 17 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013123.	5185 JUNCTION	W JUNCTION 37 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013726.	5204 35TH ST	E 35TH ST 5 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

**EXHIBIT C TO LTA**

**City Council Resolution Authorizing Execution of Transfer Agreement**

(See attached)

## EXHIBIT E

### DLBA Parcels

Parcel Number	Address	Owner	Legal Description
16012443.	5392 33RD ST	DLBA	E 33RD ST 8 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16010799.	5333 30TH ST	DLBA	W 30TH ST 52 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16013724.	5192 35TH ST	DLBA	E 35TH ST 7 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011094.	5405 31ST ST	DLBA	W 31ST 18 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011107.	5325 31ST ST	DLBA	W 31ST 5 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011987.	5434 32ND ST	DLBA	E 32ND 1 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30.61 X 100
16011987.	5434 32ND ST	DLBA	E 32ND 1 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30.61 X 100
16012444.	5398 33RD ST	DLBA	E 33RD ST 7 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011096.	5393 31ST ST	DLBA	W 31ST 16 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011091.	5380 31ST ST	DLBA	E 31ST 33 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012440.	5372 33RD ST	DLBA	E 33RD ST 11 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011979.	5384 32ND ST	DLBA	E 32ND 9 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013125.	5173 JUNCTION	DLBA	W JUNCTION 35 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

16010803.002L	5303 30TH ST	DLBA	W 30TH W 128.50 FT ON N LINE BG W 48.12 FT ON S LINE 47 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 85.80 IRREG
16012004-5	5327 32ND ST	DLBA	W 32ND S 15 FT OF 29 28BLK 8 - FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100
14011799-801	5344 30TH ST	DLBA	E THIRTIETH 86 THRU 83 THOMPSON SUB L3 P69 PLATS, W C R 14/78 120 IRREG
16011997.	5375 32ND ST	DLBA	W 32ND 36 N 15 FT OF 35 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100
16011997.	5375 32ND ST	DLBA	W 32ND 36 N 15 FT OF 35 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100
16013720.	5168 35TH ST	DLBA	E 35TH ST 11 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012424.	5210 33RD ST	DLBA	E 33RD 4 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16011994.	5393 32ND ST	DLBA	W 32ND 39 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011975.	5362 32ND ST	DLBA	E 32ND 13 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012459.	5205 33RD ST	DLBA	W 33RD ST 40 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012459.	5205 33RD ST	DLBA	W 33RD ST 40 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012428.	5300 33RD ST	DLBA	E 33RD ST 23 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012457.	5215 33RD ST	DLBA	W 33RD ST 42 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013719.	5162 35TH ST	DLBA	E 35TH ST 12 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011078-9	5300 31ST ST	DLBA	E 31ST 46 & 45 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 60 X 143.61

16011103.	5349 31ST ST	DLBA	W 31ST 9 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012442.	5386 33RD ST	DLBA	E 33RD ST 9 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013723.	5186 35TH ST	DLBA	E 35TH ST 8 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012437.	5354 33RD ST	DLBA	E 33RD ST 14 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013725.	5198 35TH ST	DLBA	E 35TH ST 6 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011963.	5222 32ND ST	DLBA	E 32ND 2 BLK 10-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011111.	5301 31ST ST	DLBA	W 31ST 1 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011971.	5338 32ND ST	DLBA	E 32ND 17 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012446-7	5414 33RD ST	DLBA	E THIRTY-THIRD 5 THRU 1 BLK 8 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 150.61 X 100
16012432.	5326 33RD ST	DLBA	E 33RD ST 19 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011966.	5308 32ND ST	DLBA	E 32ND 22 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012002.	5345 32ND ST	DLBA	W 32ND 31 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012002.	5345 32ND ST	DLBA	W 32ND 31 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011974.	5356 32ND ST	DLBA	E 32ND 14 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011995.	5387 32ND ST	DLBA	W 32ND 38 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011980.	5390 32ND ST	DLBA	E 32ND 8 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100

16012433.	5332 33RD ST	DLBA	E 33RD ST 18 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011088.	5362 31ST ST	DLBA	E 31ST 36 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012458.	5211 33RD ST	DLBA	W 33RD ST 41 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011978.	5380 32ND ST	DLBA	E 32ND 10 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012456.	5221 33RD ST	DLBA	W 33RD ST 43 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013120.	5203 JUNCTION	DLBA	W JUNCTION 40 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011106.	5333 31ST ST	DLBA	W 31ST 6 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012001.001	5351 32ND ST	DLBA	W 32ND N 15 FT 32 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 15 X 100
16011108.	5321 31ST ST	DLBA	W 31ST 4 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011965.	5300 32ND ST	DLBA	E 32ND 23 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011104.	5345 31ST ST	DLBA	W 31ST 8 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012441.	5378 33RD ST	DLBA	E 33RD ST 10 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16010797.	5345 30TH ST	DLBA	W 30TH ST 54 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011086.	5350 31ST ST	DLBA	E 31ST 38 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011964.	5228 32ND ST	DLBA	E 32ND 1 BLK 10-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16011984-5	5416 32ND ST	DLBA	E THIRTY SECOND 4 & 3BLK 9- FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 60 X 100
16011984-5	5416 32ND ST	DLBA	E THIRTY SECOND 4 & 3BLK 9- FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 60 X 100

16013102.	5222 JUNCTION	DLBA	E JUNCTION 2 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012436.	5350 33RD ST	DLBA	E 33RD ST 15 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011087.	5354 31ST ST	DLBA	E 31ST 37 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011969.	5326 32ND ST	DLBA	E 32ND 19 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011988-90	5421 32ND ST	DLBA	W THIRTY SECOND 46 THRU 44 N 15 FT OF 43BLK 8 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 105.61 X 100
16010803.001	5309 30TH ST	DLBA	W 30TH 48 EXC FORD EXPWAY AS OP THOMPSONS SUB L3 P69 PLATS, W C R 16/98 26 IRREG
16011973.	5350 32ND ST	DLBA	E 32ND 15 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011099.	5375 31ST ST	DLBA	W 31ST 13 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16013126.	5167 JUNCTION	DLBA	W JUNCTION 34 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011991.	5411 32ND ST	DLBA	W 32ND S 15 FT 43 42 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, WCR 16/99 45 X 100
16012420.002L	5186 33RD ST	DLBA	E 33RD 8 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16012438.	5362 33RD ST	DLBA	E 33RD ST 13 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012439.	5368 33RD ST	DLBA	E 33RD ST 12 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011081.	5320 31ST ST	DLBA	E 31ST 43 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012425.	5216 33RD ST	DLBA	E 33RD 3 BLK11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16012430.	5314 33RD ST	DLBA	E 33RD ST 21 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

16013709-18	5156 35TH ST	DLBA	E 35TH PT OF 13&14 LYG N OF A LINE BEG AT A PTE S 28D E 17.02 FT FROM N E COR TH S 40D 23M 31S W 75.02 FT TH S 43D 16M 44S W 32.12 FT BLK 13 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 55.36 IRREG
16001934-5	4829 MCGRAW	DLBA	S MC GRAW W 10 FT 20 19 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 130.61
16013101.	5216 JUNCTION	DLBA	E JUNCTION 3 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011109.	5315 31ST ST	DLBA	W 31ST 3 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011976.	5368 32ND ST	DLBA	E 32ND 12 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013127-37	5161 JUNCTION	DLBA	W JUNCTION TRIANG PT 33&32 BG N 40.48 FT ON W LINE & 100 FT ON N LINE BLK 13 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 O IRREG
16011968.	5320 32ND ST	DLBA	E 32ND 20 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012422.	5198 33RD ST	DLBA	E 33RD 6 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16012422.	5198 33RD ST	DLBA	E 33RD 6 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16010793.	5369 30TH ST	DLBA	W 30TH ST 58 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 IRREG
16013098.	5198 JUNCTION	DLBA	E JUNCTION 6 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013098.	5198 JUNCTION	DLBA	E JUNCTION 6 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012427.	5230 33RD ST	DLBA	E 33RD ST 1 BLK 11-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16012427.	5230 33RD ST	DLBA	E 33RD ST 1 BLK 11-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100

16011986.	5428 32ND ST	DLBA	E 32ND 2 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011986.	5428 32ND ST	DLBA	E 32ND 2 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011961.002L	5210 32ND ST	DLBA	E 32ND 4 EXC TRIANG PT BG E 23.32 FT ON S LINE & S 10 FT ON E LINE BLK 10 FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 19/99 30 IRREG
16012013.	5211 32ND ST	DLBA	W 32ND 41 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013097.	5192 JUNCTION	DLBA	E JUNCTION 7 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013119.	5209 JUNCTION	DLBA	W JUNCTION 41 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16010802.	5315 30TH ST	DLBA	W 30TH 49 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16013124.	5179 JUNCTION	DLBA	W JUNCTION 36 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012445.	5404 33RD ST	DLBA	E THIRTY-THIRD 6 BLK 8 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011085.	5344 31ST ST	DLBA	E 31ST 39 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011082.	5326 31ST ST	DLBA	E 31ST 42 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011070-7	5230 31ST ST	DLBA	E THIRTY-FIRST TRIANG PT 43 BG N 7.23 FT ON E LINE AND E 20.64 FT ON N LINE AND E 20.64 FT ON S LINE 44 BG E 91.72 FT ON N LINE HUBBARD & DINGWALLS SUB L18 P19 PLATS, W C R 16/134 40.57 IRREG
16013116.	5227 JUNCTION	DLBA	W JUNCTION 44 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16011977.	5374 32ND ST	DLBA	E 32ND 11 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100

16012006.	5321 32ND ST	DLBA	W 32ND 27 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012435.	5344 33RD ST	DLBA	E 33RD ST 16 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012001.002L	5349 32ND ST	DLBA	W 32ND S 15 FT 32 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 15 X 100
16012003.	5339 32ND ST	DLBA	W 32ND N 15 FT 29 30 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100
16011090.	5374 31ST ST	DLBA	E 31ST 34 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011110.	5309 31ST ST	DLBA	W 31ST 2 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011970.	5332 32ND ST	DLBA	E 32ND 18 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013100.	5208 JUNCTION	DLBA	E JUNCTION 4 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013122.	5191 JUNCTION	DLBA	W JUNCTION 38 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013118.	5215 JUNCTION	DLBA	W JUNCTION 42 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013721.	5172 35TH ST	DLBA	E 35TH ST 10 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16010795.	5357 30TH ST	DLBA	W 30TH ST 56 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012420.001	5180 33RD ST	DLBA	E 33RD N 51 FT ON W LINE BG N 13.8 FT ON E LINE OF LOTS 10 & 9BLK 11, FYFE BARBER & WARRENS SUB L16 P42 PLATS, W C R 16/99 51 IREG
16012423.	5204 33RD ST	DLBA	E 33RD 5 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100
16011080.	5314 31ST ST	DLBA	E 31ST 44 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011105.	5339 31ST ST	DLBA	W 31ST 7 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61

16013722.	5180 35TH ST	DLBA	E 35TH ST 9 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011089.	5368 31ST ST	DLBA	E 31ST 35 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16012012.	5217 32ND ST	DLBA	W 32ND 42 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011972.	5344 32ND ST	DLBA	E 32ND 16 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16012460.	5199 33RD ST	DLBA	W 33RD ST 39 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100
16010794.	5363 30TH ST	DLBA	W 30TH ST 57 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16010798.	5337 30TH ST	DLBA	W 30TH ST 53 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011996.	5381 32ND ST	DLBA	W 32ND 37 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011996.	5381 32ND ST	DLBA	W 32ND 37 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16011093.	5390 31ST ST	DLBA	E 31ST 31 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 74.40A
16010796.	5351 30TH ST	DLBA	W 30TH ST 55 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011095.	5399 31ST ST	DLBA	W 31ST 17 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61
16011113-24	5223 31ST ST	DLBA	W 31ST 2 THRU 4 EXC EXPWAY AS OP HUBBARD & DINGWALLS SUB L18 P19 PLATS, W C R 16/134 30 IRREG
16012007.	5315 32ND ST	DLBA	W 32ND 26 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100
16013121.	5197 JUNCTION	DLBA	W JUNCTION 39 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100

16013103.	5228 JUNCTION	DLBA	E JUNCTION 1 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100
16011100.	5369 31ST ST	DLBA	W 31ST 12 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61

# City of Detroit

## CITY COUNCIL

RAQUEL CASTAÑEDA-LÓPEZ

COUNCIL MEMBER

DISTRICT 6

### MEMORANDUM

51

**TO:** Ron Brundidge, Director, Department of Public Works

**THRU:** Council President Brenda Jones

**FROM:** Council Member Raquel Castañeda-López



**DATE:** September 25, 2019

**RE:** Street/Alley Closures on Ruskin and Toledo

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While door knocking recently I observed several streets closed at the following intersections. I have attached pictures of each intersection:

- Ruskin and 23rd
- Ruskin and 24th
- Toledo & 24th
- Toledo & 25th

Please provide the following information for each closure:

- 1) Were the street closures/vacations approved by the administration and Council? If so please provide the reports and the supporting documents.
- 2) If the street closures/vacations were not approved:
  - a) what is the process for re-opening the streets?
  - b) what fines or penalties will the entity responsible for illegally closing the streets be charged, if any?
  - c) if not fines or penalties are charged, what other recourse does the City have to hold the owner responsible for illegally closing/vacating public roads?

Thanks in advance for your attention. Please feel free to contact my office with questions.

**Cc:** Honorable Detroit City Council  
Stephanie Washington, Mayor's Liaison  
Louise Jones, City Clerk's Office













